

*Reviewed & approved*  
*7/1/03*

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
DBE Detailed Plan/SUBCONTRACT REQUEST  
SUPPLIER REQUEST

PROJECT CODE NO : 030456  
DBE Firm/Subcontract #: 2  
TO : Rick Stansel  
Executive Director Division of Contract Procurement  
FROM : D. L. Braughler Company, Inc.; 1018 W. Main St.; Morehead, Kentucky 40351  
Prime Contractor  
SUBJECT : Campbell  
County  
BRO 8179 (5)

I hereby request to utilize for DBE participation a portion of the subject project to:  
of P.O. Box 463; London, Kentucky 40741  
GECO Enterprises, Inc.  
DBE Employer Identification Numbers: Federal 61-1095351 KY 66154  
The amount to be subcontracted by this request is DBE \$259,787.43 or 4.03 % Contract \$259,787.43 or 6.72 % of the  
(original contract ) or a subcontract amount of \$3,863,411.00  
X 0.60  
\$155,872.46

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm	DBE Amount	DBE %	Contract "Worth" Amount	Contract %
N. H. Stone Inc.	\$ 13,295.33	0.34 %	\$ 14,145.50	0.37 %
			\$273,932.93	7.09 %

Totals based on original contract amounts

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number Material Supplier only which expires on with

Name of Insurance Company  
*Daniel H. Braughler*  
Prime Contractor's Signature  
Date  
2 July 2003

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TC 63-35 DBE  
 Rev. 04/16/02

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**SUPPLIER REQUEST**

Project Code Number (PCN) 030456 Prime D. L. Braughler Co., Inc. DBE Firm GECO Enterprises, Inc.

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

**DBE Participation Non-Pay Estimates Work Items**

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments
810 Plain Resteel	253,266	LB	\$ 0.1905	\$ 48,247.17	Material Only
711 Epoxy Coated Resteel	43,993	LB	0.2685	11,812.12	"
33 Curb Box Inlet; A	1	EA	1,917.00	1,917.00	"
34 Curb Box Inlet; A Trapped	8	EA	2,830.00	22,640.00	"
35 Drop Box 13G	1	EA	1,700.00	1,700.00	"
36 Drop Box 13S	1	EA	3,950.00	3,950.00	"
37 Drop Box 14	14	EA	800.00	11,200.00	"
38 Junction Box; 15 Inch	2	EA	600.00	1,200.00	"
39 Junction Box	4	EA	600.00	2,400.00	"
40 Junction Box; B	1	EA	2,100.00	2,100.00	"
42 Reconstruct Manhole	2	EA	155.00	310.00	"
43 Manhole; A	5	EA	1,565.00	7,825.00	"
31 12 Inch Concrete Pipe	624	LF	6.55	4,087.20	"
32 15 Inch Concrete Pipe	80	LF	7.75	620.00	"
4 Piles; HP 12x53	4,629	LF	7.10	32,865.90	"
5 Piles; HP 14x73	6,667	LF	9.60	64,003.20	"
11 Pile Points; HP 12x53	119	EA	40.20	4,783.80	"
12 Pile Points; HP 14x73	146	EA	41.70	6,088.20	"
Kentucky State Sales Tax				13,837.65	
Freight				18,200.19	

**TOTAL**

\$259,787.43

X .60  
 \$155,872.42

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION  
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SUPPLIER REQUEST

Project Code Number (PCN): 030456 DBE Firm GECO Enterprises, Inc.

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work. "material only"

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
C0007	108	Plain Resteel (Material Only)	LB	253,266	\$ 0.1905	\$ 48,247.17	same	same	same
A017	33	Epoxy Coated Resteel	LB	43,993	0.2685	11,812.12	"	"	"
A018	34	Curb Box Inlet; A	EA	1	1,917.00	1,917.00	"	"	"
A019	35	Curb Box Inlet; A Trapped	EA	8	2,830.00	22,640.00	"	"	"
A020	36	Drop Box 13G	EA	1	1,700.00	1,700.00	"	"	"
A021	37	Drop Box 13S	EA	1	3,950.00	3,950.00	"	"	"
A022	38	Drop Box 14	EA	14	800.00	11,200.00	"	"	"
A023	39	Junction Box; 15 Inch	EA	2	600.00	1,200.00	"	"	"
A024	40	Junction Box	EA	4	600.00	2,400.00	"	"	"
A026	42	Junction Box; B	EA	1	2,100.00	2,100.00	"	"	"
A027	43	Reconstruct Manhole	EA	2	155.00	310.00	"	"	"
A015	31	Manhole; A	EA	5	1,565.00	7,825.00	"	"	"
A016	32	12 Inch Concrete Pipe	LF	624	6.55	4,087.20	"	"	"
C004	4	15 Inch Concrete Pipe	LF	80	7.75	620.00	"	"	"
C005	5	Piles; HP 12x53	LF	4,629	7.10	32,865.90	"	"	"
C011	11	Piles; HP 14x73	LF	6,667	9.60	64,003.20	"	"	"
C012	12	Pile Points; HP 12x53	EA	119	40.20	4,783.80	"	"	"
		Pile Points; HP 14x73	EA	146	41.70	6,088.20	"	"	"
		Kentucky State Sales Tax	LS	1		13,837.65	"	"	"
		Freight	LS	1		18,200.19	"	"	"
TOTAL						\$259,787.43			

Comments:

Page Total \$259,787.43

\$259,787.43

MATERIAL CONTRACT

Job Number 128

THIS AGREEMENT, made this 5 th day of July 2003, by and between  
GECO ENTERPRISES, INC.; P.O. BOX 463; LONDON, KENTUCKY 40741  
(Seller's Name and Address)

hereinafter called the Seller, and  
D. L. BRAUGHLER COMPANY, INC.; 1018 WEST MAIN STREET; MOREHEAD, KENTUCKY 40351  
(Contractor)

hereinafter called the Contractor, WITNESSETH:

Section 1. The Seller agrees to furnish all material set forth in "Section 2" hereof necessary in the construction of Campbell  
County: BRO 8179 (5) for THE KENTUCKY TRANSPORTATION CABINET; FRANKFORT, KY  
(Name of Project) (Owner)

hereinafter called the Owner, at Tenth Street; Newport, Kentucky  
(Location of Project)

provisions of the Contract between the Owner and the Contractor, bid 27 June 2003, and the General

and Special Conditions, Drawings and Specifications prepared by THE OWNER  
(Architect or Engineer), hereinafter called the

Architect or Engineer, forming a part of the Contract between the Contractor and the Owner, all of which shall be considered part of  
this Agreement by reference thereto, and the Seller agrees to be bound to the Contractor by the terms and provisions thereof.

Section 2. It is agreed that the materials to be furnished by the Seller are as follows:

Quantity	Material	Unit Price	Extension
253,266 lb	Plain Resteel	\$0.1905 / lb	\$48,247.17
43,993 lb	Epoxy Coated Resteel	0.2685 / lb	11,812.12
9 ea	Curb Box A; 10' Top	1,405.00 ea	12,645.00
8 ea	Curb Box A; Trapped	1,425.00 ea	11,400.00
1 ea	Curb Box A	512.00 ea	512.00
1 ea	Box Inlet 13G; Trapped	1,510.00 ea	1,510.00
1 ea	Box Inlet 13G; Casting	190.00 ea	190.00
1 ea	Box Inlet 13S; Trapped	3,575.00 ea	3,575.00
1 ea	Box Inlet 13S; Casting	375.00 ea	375.00
14 ea	Box Inlet 14	650.00 ea	9,100.00
14 ea	Box Inlet 14; Casting	150.00 ea	2,100.00
5 ea	Junction Box	600.00 ea	3,000.00
1 ea	Curb Box B; Trapped	2,100.00 ea	2,100.00
5 ea	Manhole; A	1,170.00 ea	5,850.00
2 ea	Manhole Casting; 1	155.00 ea	310.00
4 ea	Manhole Casting; 2	395.00 ea	1,580.00
624 lf	12" Concrete Pipe	6.55 lf	4,087.20
80 lf	15" Concrete Pipe	7.75 lf	620.00
4,900 lf	HP 12X53 Piling	7.10 lf	34,790.00
6,870 lf	HP 14X73 Piling	9.60 lf	65,952.00
119 ea	HP 12X53 Points	40.20 ea	4,783.80
146 ea	HP 14X73 Points	41.70 ea	6,088.20
	Subtotal 1:		230,627.49
	Ky Tax:		13,837.65
	Subtotal 2:		244,465.14

Kentucky Sales Tax is included.

Kentucky Sales Tax is not due on the freight.

All material and fabrication to be in accordance with the applicable plans and specifications.

297,259 lb	Resteel Freight	\$0.01 / lb	\$2,972.59
4,900 lf	Piling HP 12X53 Freight	0.80 / lf	3,920.00
6,870 lf	Piling HP 14X73 Freight	1.08 / lf	7,419.60
12 lf	Drainage Structures Freight 50 Items	324.00 / lf	3,888.00
	Subtotal 3:		18,200.19
	Total:		\$262,665.33

All material furnished under this Agreement is to be delivered F.O.B. Project Site at Tenth Street, Newport, Kentucky

with freight allowed to Project Site

Section 3. The Contractor agrees to pay the Seller for the materials to be furnished, as aforesaid in Section 2 above.

subject to additions and deductions  
for changes as may result from operation of Contractor's contract with Owner, in monthly payments, as follows:  
Within seven (7) Days of the Contractor's Receipt of Payment from the Owner for the  
Seller's Materials, the Contractor will pay the Seller for the quantities paid by the  
Owner.

Section 4. The amount of all additions and reductions to be made to or from the amount of the contract price shall be agreed  
upon in writing by the parties hereto, such agreement not being valid unless signed by officers or other authorized representatives of the  
Contractor. In case of disagreement between the parties hereto as to additions or reductions the same shall be determined by the Archi-  
tect or Engineer by certificate in writing, before any such changes in materials are made, otherwise no allowance therefor shall be made.

Section 5. The seller agrees to furnish the materials called for under this Agreement within the following time or times, to-wit:  
as requested by the Contractor.

No allowance of an extension of time, for any cause whatever, shall be claimed by the Seller or to be made to him, unless the  
Seller shall have made written request upon the Contractor for such extension, within forty-eight hours after the cause for such ex-  
tension occurred, and unless the Contractor and Seller have agreed in writing upon the allowance of additional time to be made. If such  
extension of time is requested as aforesaid and the Contractor and Seller cannot agree thereupon, the Architect or Engineer shall deter-  
mine by certificate in writing what, if any, extension of time shall be allowed.

No allowance of an extension of time shall, in any event, be made to the Seller, for delay by the Seller in preparing his drawings,  
or in securing approval of the Architect or Engineer thereto when such drawings are not properly prepared for approval of the Archi-  
tect or Engineer, or when the Seller by the exercise of reasonable diligence or good business judgment could have anticipated and avoid-  
ed the delay. All drawings of the Seller must be submitted for approval of the Architect or Engineer through the Contractor's office.

(OVER)

Section 6. In the event the Seller fails to comply with the provisions herein and the failure is not corrected within five days after written request by the Contractor to the Seller, the Contractor may, without prejudice to any other right or remedy, furnish or secure elsewhere the necessary materials to remedy the situation, at the expense of the Seller.

Section 7. The Seller shall provide and maintain Workmen's Compensation and Employees' Liability Insurance for the protection of his employees, as required by law of an employer. The Seller shall also provide and maintain in full force and effect during the term of this Material Contract, insurance (including but not limited to insurance covering the operation of automobiles, trucks and other vehicles) in a company satisfactory to the Contractor, protecting the Seller, the Owner and the Contractor against liability from damages because of injuries, including death, suffered by persons other than employees of the Seller and liability from damages to property, arising from and growing out of the Seller's operations in connection with the performance of this Material Contract.

Such insurance covering personal injuries or death shall be in the sum of not less than \$100,000.00 for one person and not less than \$200,000.00 for a single accident, and the insurance covering damage to property shall be in the sum of \$100,000.00 for one accident and \$200,000.00 aggregate. Written proof satisfactory to the Contractor of compliance with the requirements of this section shall be furnished upon request to the Contractor before starting delivery of material.

Section 8. The Seller further obligates himself to the Contractor in the following respects, to-wit: (a) The Seller shall indemnify the Contractor against and save him harmless from any and all claims, suits or liability for infringement or violation of any patent or patent right, arising in connection with this Agreement and anything done thereunder. (b) The Seller shall indemnify the Contractor against and save him harmless from any and all claims, suits or liability for injuries to property, injuries to persons including death, and from any other claims, suits or liability, on account of any act of omission of the Seller, or any of his officers, agents, employees or servants. (c) The Seller shall pay for all materials furnished and labor performed under this Agreement, and shall satisfy the Contractor thereupon whenever demand is made, and shall indemnify the Contractor and the Owner against and save them and the premises harmless from any and all claims, suits, or liens therefor, by others than the Seller. (d) The Seller warrants and guarantees the materials covered by this Agreement, and agrees to make good, at his own expense, any defect in materials which may occur or develop prior to the Contractor's release from responsibility to the Owner therefor. (e) The Seller, in addition to the obligations set forth in this Agreement, assumes toward the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner, as set forth in the Contract, General and Special Conditions, Drawings and Specifications hereinabove referred to, insofar as applicable, generally or specifically, to the materials to be furnished under this Agreement.

And the Seller shall indemnify the Contractor and the Owner against, and save them harmless from, any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any of the aforesaid matters.

Section 9. The Seller must obtain and pay for all permits, licenses, tests and official inspections necessary to his performance under this Agreement, and shall comply with all laws, ordinances and regulations bearing on the production of his material and the delivery thereof.

Section 10. The Contractor has insured that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion or natural origin cannot result. By accepting this Material Contract, the Seller agrees to maintain a non-segregated environment. The Seller shall file annually, on or before the 31 st day of March, complete and accurate reports on Standard Form (EEO-1) promulgated jointly by the DFCCP, EEOC, and Plans for Progress or such form as may hereafter be promulgated in its place if your company (1) is not exempt from provisions of these regulations in accordance with 60-1.5; (2) have 50 or more employees; (3) is a first tier Seller; and (4) if this Material Contract amounts to \$50,000 or more.

In witness whereof, the parties hereto have executed this Material Contract by their proper Officers or other representatives.

D. L. BRAUGHLER COMPANY, INC.

GECO ENTERPRISES, INC.

By David L. Braughler  
David L. Braughler, President

By Gigi Bacon President  
Gigi Bacon, President

State of Kentucky County of Rowan  
Subscribed and sworn to before me by  
David L. Braughler this 5<sup>th</sup> day of  
July, 2003

State of Kentucky County of Laurel  
Subscribed and sworn to before me by  
Gigi Bacon this 5<sup>th</sup> day of  
July, 2003

Julia McClurg  
Notary Public

Derna W. Braughler  
Notary Public

My Commission expires on the 9<sup>th</sup> day  
of September 2005

My commission expires on  
Dec. 6, 2006